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KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 25-2-19588-1 SEA

The Honorable Sandra Widlan
Noted for: June 4, 2026
Without Oral Argument

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

ERIC REMINGTON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REFRESCO BEVERAGES US INC., a
Georgia Corporation; and DOES 1-20, as
yet unknown Washington entities,

Defendant.

No. 25-2-19588-1 SEA

**ORDER ON PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[CLERK'S ACTION REQUIRED]

THIS MATTER came before the Court on Plaintiff Eric Remington's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Unopposed Motion"). The Court considered the Unopposed Motion, the supporting Declaration of Timothy W. Emery, the exhibits therein, and the files and records on file.

The Class Settlement Agreement ("Settlement Agreement"), attached to the Declaration of Timothy W. Emery in Support of the Unopposed Motion as Exhibit 1, provides that the Parties agree to settle on a class-wide basis.

The Court, having considered the papers and arguments submitted in support of the motion, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the settlement based upon the terms set forth in the Settlement Agreement.

ORDER ON PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT - 1
No. 25-2-19588-1 SEA

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1 2. The Parties' settlement is granted preliminary approval as it meets the criteria for
2 preliminary settlement approval, appears to be the product of arm's-length and informed
3 negotiations, and appears to be fair, adequate, and reasonable to the Class.

4 3. The Court approves, as to form, content, and method of delivery of, the Notice of
5 Class Action Settlement ("Notice") and Claim Form attached to the Settlement Agreement as
6 Exhibits B-C, respectively.

7 4. The Court provisionally certifies the Settlement Class as:

8 Plaintiff and all individuals who, from January 1, 2023, through the
9 date of preliminary approval, applied for a job opening for a position
10 that would be performed in the State of Washington with and posted
11 by Defendant, either directly by Defendant or indirectly through a
12 third party, whether done electronically or by hardcopy, where the
 job posting did not disclose the wage scale or salary range and/or a
 general description of benefits for the position.

13 5. The Court approves the settlement amount of a minimum of \$2,794,079.67
14 ("Minimum Settlement Fund") to a maximum of \$4,265,000.00 ("Maximum Settlement Fund").
15 The actual amount Defendant will pay will be determined by the number of Settlement Class
16 Members who submit valid and timely Claim Forms ("Settlement Fund").

17 6. The Court appoints Plaintiff Eric Remington as Class Representative. The Court
18 finds that the service award requested is fair and reasonable under the circumstances of this case.
19 Plaintiff is awarded a service award in the amount of \$20,000.00, to be paid from the Settlement
20 Fund.

21 7. The Court appoints Timothy W. Emery, Patrick B. Reddy, and Paul Cipriani of
22 Emery Reddy, PC and Zachary Crosner and Jamie Serb of Crosner Legal, PC as Class Counsel.
23 Class Counsel requests an attorney fee award of \$1,258,175 which is 29.5% of the Maximum
24 Settlement Fund. Given that the settlement fund ranges from \$2,794,079 to \$4,265,000, if the low
25 end of the settlement range occurs, the attorney fee would amount to a fee award of approximately
26 45%. For the reasons discussed below, this proposal by plaintiff's counsel is highly concerning.
27 There is no basis in the record for awarding a 45% fee.

1 The Court reduces the fee award to 22.5% of the mid-point of the Settlement Fund. The
2 midpoint of the settlement fund is approximately \$3,529,539. 22.5% of that amount is: \$794,146.
3 In reaching this determination, the court has considered the contingent nature of the case, and the
4 amount of work actually performed in this case by Class Counsel. Notably, there was no formal
5 discovery conducted and no substantive motions practice. *See* paragraphs 18 to 28 of the
6 Declaration of Timothy W. Emery in Support Of Plaintiff's Unopposed Motion for Preliminary
7 Approval of Class Action Settlement. The Court considered the factors set forth in *Vizcaino v.*
8 *Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002). There was "no vigorous opposition
9 throughout the litigation." *Vizcaino*, 290 F.3d at 1048. And there were no complex issues or larger
10 impact beyond this case. *Id.* at 1048-49.

11 Additionally, the proposed order provided by Class Counsel is silent as to how the
12 settlement fund works and the amount of money each class member is anticipated to receive. This
13 is particularly concerning in light of the amount of attorney fees that were requested. The
14 settlement agreement is set forth in Exhibit A to Mr. Emery's declaration. To summarize the
15 settlement agreement briefly:

- 16 • Class members receive an equal share of the Net Settlement Fund.
- 17 • If the number of Participating Class members is less than or equal to 853
18 Settlement Class Members, then Defendant pays the minimum of \$2,794,079.67.
19 For every Participating Class Member above 853 class members, the value of the
20 Settlement Fund will increase by \$1,724.39, with the total Settlement Fund capped
21 at \$4,265,000.

22 As Plaintiff's Motion sets forth, the statutory maximum that a Class Member may receive
23 in a case like this is \$5,000. Nonetheless, the Settlement Agreement sets forth a scenario in which
24 each class member would receive a settlement payment of \$1,724.39. Class Counsel offers no
25 explanation for why counsel should receive a fee award of \$1,258,175, while class members
26 receive less than half of the statutory maximum.

Given that the Court has reduced the amount of attorney fees, the amount each class member receives will increase, but the settlement fund structure remains the same. The Court notes that the plain language of the Settlement Agreement indicates that the agreement is not void based on the Court denying the attorney fee request.

8. The Court appoints Simpluris, Inc. as the Settlement Administrator. The costs of settlement administration will be paid from the Settlement Fund, not to exceed \$40,000.00.

9. The Court orders the following schedule of dates for further proceedings:

EVENT	DATE
Defendant's Counsel to Provide Settlement Administrator and Plaintiff's Counsel with Class List	14 calendar days after Preliminary Approval Order
Settlement Administrator to provide estimated payment amounts to Plaintiff's Counsel and Defendant's Counsel	7 calendar days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Start of Notice Period; Settlement Administrator to distribute Notices to Settlement Class Members	14 calendar days after Defendant's Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Settlement Administrator to send reminder notice to Settlement Class Members pursuant to Paragraph 15(f) of the Settlement Agreement	30 calendar days after start of the Notice Period
End of Notice Period; Deadline for Settlement Class Members to submit a Claim Form, request exclusion, or object to the settlement	60 calendar days after start of the Notice Period
Settlement Administrator to provide to Plaintiff's Counsel and Defendant's Counsel: (1) report identifying Participating Class Members, exclusions, and objections; and (2) draft declaration regarding Notice	5 business days before Motion for Final Approval draft due to Defendant's Counsel

Plaintiff's Counsel to provide Defendant's Counsel with draft of Motion for Final Approval	10 calendar days prior to the deadline to file the Motion for Final Approval
Plaintiff's Counsel to file Motion for Final Approval	9 Court days prior to the Final Approval Hearing
Final Approval Hearing	No sooner than 120 days after the Preliminary Approval Order
Final Approval Order	TBD
Settlement Administrator to produce estimated settlement payment distributions to Plaintiff's Counsel and Defendant's Counsel	14 calendar days after Final Approval Order
Effective Date	31 days after Final Approval
Funding Date	30 days after the Effective Date ("Funding Date")
Disbursement of settlement payments, payment of attorneys' fees & costs, service award, and settlement administration costs	14 days after the Funding Date
If applicable, Residual Funds to be disbursed	14 calendar days after disbursement of settlement payments
Deadline for Participating Class Members to claim settlement payments	180 days after disbursement of settlement payments ("Cashing Deadline")
Unclaimed Funds to be sent to the State of Washington in accordance with chapter 63.30 RCW	Within 10 days of Cashing Deadline

10. The current trial date of February 22, 2027, is stricken. Should the Court decline to grant final approval of the settlement, the Parties shall confer and submit a joint request for a new trial date within 10 days of an Order denying final approval.

11. All other proceedings in this action are stayed until further order of the Court,

1 except as may be necessary to implement the settlement or to comply with the terms of the
2 Settlement Agreement. Further, pending the Court's final determination of whether the proposed
3 settlement will be approved, each and every Settlement Class Member is barred and enjoined
4 from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual
5 or collectively, representatively, derivatively on behalf of them, or in any other capacity of any
6 kind whatsoever, asserting any claims that would be released and discharged upon final approval
7 of the settlement.

8 12. If the Settlement Agreement and the settlement are not approved in all material
9 respects by the Court and all appellate courts to which any appeal or other form of review of such
10 approval may be taken, the Parties may withdraw the motion for preliminary approval of
11 settlement from the Court. In such event, this Order will be vacated and the Settlement Agreement
12 and the settlement shall become null and void and neither the Settlement Agreement, its
13 provisions, the exhibits thereto, nor any of the negotiations, statements, representations, or other
14 information provided by Plaintiff or Defendant in the course of negotiating the Settlement
15 Agreement or any proceedings relating thereto: (i) shall be offered, received in evidence, or
16 otherwise used in this action or in any other action or proceeding for any purpose whatsoever; or
17 (ii) shall prejudice the rights of any of the parties hereto, who shall be restored to their respective
18 positions immediately prior to the date of execution of the Settlement Agreement. Further, in such
19 event, this action shall revert to its status immediately prior to the date of execution of the
20 Settlement Agreement and shall proceed as if the Settlement Agreement and all related orders and
21 papers had not been executed or otherwise agreed to.

22 13. Neither the settlement nor the Settlement Agreement should be interpreted as an
23 admission of any liability or wrongdoing by Defendant, or as an admission of the strength or
24 weakness of the claims against Defendant. Neither Defendant's agreement to the Settlement
25 Agreement, nor Defendant's stipulations or other actions, nor any failure to act, shall be used by
26 any Settlement Class member in any other proceeding to argue that any class action should be
27 certified against Defendant.

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3 THE COURT HEREBY SETS THE FINAL APPROVAL HEARING AT THE
4 FOLLOWING DATE AND TIME: October 23, 2026 at 9:30 am.
5
6
7

8 DATED this _____ day of _____ 2026.
9

10 _____
11 KING COUNTY SUPERIOR COURT JUDGE
12

13 Presented by:

14 EMERY REDDY, PC

15 By: s/ Timothy W. Emery
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**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 25-2-19588-1 SEA
Case Title: REMINGTON VS REFRESCO BEVERAGES US INC

Document Title: Order

Date Signed: 06/05/2026

A handwritten signature in dark ink, appearing to read "Sandra E. Widlan", is positioned above a horizontal line.

Judge: Sandra E Widlan

Key/ID Number: *381012218*

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